IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 541 OF 2003

IN

SUMMARY SUIT NO. 1458 OF 2003

Bobcards Ltd. .. Plaintiff

versus

Talvinder Singh .. Defendant

...

Mr.Iqbal Panjwani for the plaintiff.

None for the defendant.

CORAM : D.G. KARNIK,J.

DATED : 4th April 2005.

P.C.:

1. Heard the learned counsel for the plaintiff.

2. Perused the affidavit in reply. The suit is filed by the plaintiff for recovery of the dues of the credit card. The suit has been filed after the expiry of the period of three years from the date of the last transaction of purchase. The learned

counsel for the plaintiff states that the defendant made a part payment of Rs.5,000/- on 16th May 2000 and therefore, the period of limitation is extended for a period of three years from the date of the suit on the payment. Under section 19 of the Limitation Act, part payment must be evidenced in the handwriting of or signed by the defendant for the purpose of extending the period of limitation.

2. No document is produced on record to show that the said part payment is evidenced in the handwriting or is signed by the defendant.

3. In the circumstances, question of limitation gives rise to a triable issue in a suit. Hence, the defendant is granted unconditional leave to defend the suit.

4. Suit stands transferred to the list of commercial causes. The defendants to file written statement within a period of one month.

D.G. KARNIK, J